

DATE _____

CONTRACT No. _____

YEAR - COA # - CONTRACT #

**Preneed Funeral Contract - Assignment of Insurance and/or Annuity Contract
West Virginia Preneed Burial Contracts Act, W. Va. Code § 47-14-1 et seq.**

☐ Irrevocable Assigned Insurance Amount \$ _____

☐ Revocable Payment to Preneed Guarantee Fund \$ _____

Additional Cash (If Any) \$ _____

Total \$ _____

CERTIFICATE OF AUTHORITY HOLDER (FUNERAL HOME/CEMETERY)

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone No. _____ Fax No. _____

Email: _____

CONTRACT BUYER

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone No. _____

CONTRACT BENEFICIARY

PERSON FOR WHOM THE FUNERAL SERVICES AND GOODS WILL BE PERFORMED AND PROVIDED

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone No. _____

INSURANCE/ANNUITY COMPANY

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone No. _____ Fax No. _____

I. FUNERAL AND BURIAL GOODS AND SERVICES:

A. FUNERAL SERVICES:

Unitary Price for \$

or itemized as follows:

1. Funeral Director and Staff \$
2. Embalming \$
3. Other Body Preparation; List: \$

4. Funeral Ceremony \$
5. Visitation for ____ day(s) \$
6. Other Facility Use; List: \$

7. Transfer of Remains up to ____ miles \$
8. Automotive Use; List: \$

9. Other; Describe:

\$

\$

\$

SUBTOTAL OF A \$

B. FUNERAL OR BURIAL GOODS:

1. Casket; Describe:

_____ \$ _____

2. Outer Burial Container; Describe:

_____ \$ _____

3. Other Merchandise; Describe:

_____ \$ _____

_____ \$ _____

_____ \$ _____

SUBTOTAL OF B \$

TOTAL OF A AND B \$

**The above-quoted prices will be guaranteed for _____ months
from the date of this contract, regardless of any changes in the General Price List.**

II. ASSIGNMENT OF BENEFITS: By execution of this contract and the insurance assignment form, the Contract Buyer assigns benefits payable under the aforementioned life insurance contract and/or annuity contract which benefits shall be paid to the Certificate of Authority Holder (hereafter "Funeral Provider") by: _____
(Insurance/Annuity Company)

The benefits assigned shall not exceed the total cost of the funeral.

AN EXECUTED ASSIGNMENT FORM MUST BE ATTACHED TO THIS CONTRACT.

III. THE CONTRACT BUYER CAN ELECT TO MAKE THE CONTRACT IRREVOCABLE OR REVOCABLE.

A. THE CONTRACT BUYER ELECTS TO MAKE THIS CONTRACT IRREVOCABLE. By signing below, the Contract Buyer acknowledges that neither the Contract Buyer nor the Contract Beneficiary will be entitled to cancel this contract or receive a refund of payments made under this contract.

[Contract Buyer]

[Date]

B. THE CONTRACT BUYER ELECTS TO MAKE THIS CONTRACT REVOCABLE. By signing below, the Contract Buyer acknowledges that this contract can be cancelled. The Contract Buyer can cancel this contract by delivering written notice to the Funeral Provider. Within 40 days after cancelling the contract, the Funeral Provider shall return to the Contract Buyer all trust principal and accumulated income.

[Contract Buyer]

[Date]

**Please check the appropriate box – Irrevocable or Revocable –
on the front page of this contract.**

IV. DEFAULT: If the Contract Buyer defaults in the payment of premiums required under the life insurance and/or annuity contract, the Funeral Provider may terminate this contract upon receipt of notice from: _____

(Insurance/Annuity Company)

The Funeral Provider shall notify the Contract Buyer that this contract has been terminated through the United States Postal Service, first-class mail, postage prepaid, to the last known address of the Contract Buyer.

V. IF ADDITIONAL MONEY IS PAID BY CONTRACT BUYER: If the Contract Buyer is paying additional money over and above the value of this insurance policy or annuity, the Contract Buyer is allowed to select specific funeral goods and services. If the Contract Buyer wants to guarantee prices, the Contract Buyer should ask the Funeral Provider to set up a separate preneed contract that guarantees no price increase for the items selected. The Contract Buyer understands that this contract does not guarantee or “lock in” any funeral goods or services prices.

[Contract Buyer]

[Date]

VI. NOTICE TO CONTRACT BUYER: The Contract Buyer should review this contract before signing it or paying any money. The Contract Buyer can take this proposed contract and review it with a family member or legal advisor. The terms in this proposed contract cannot be changed or revoked by the Funeral Provider for five (5) business days.

[Certificate of Authority Holder]

[Date]

IN WITNESS WHEREOF, the Contract Buyer and the Funeral Provider have executed this Contract, intending its terms to be construed in accordance with the requirements of the Act and any regulations implementing the Act.

[Seller]

[Contract Buyer]

on behalf of _____

[Certificate of Authority Holder]